MEMORANDUM *of* UNDERSTANDING

Between

The City of Saint Paul, Minnesota
&
The Minnesota Department of Transportation

This *Memorandum of Understanding* (MOU) is between the City of Saint Paul, Minnesota (City) and the Minnesota Department of Transportation (MnDOT). This MOU should be considered executed as of the date of final approval by the City Council and Mayor of the City.

Recitals

1. MnDOT is proposing to reconstruct Robert Street from Annapolis Street to Fillmore Avenue, including replacing the aging viaduct south of Cesar Chaves Street.

2. Under Minnesota law, MnDOT is required to receive the City's consent to the project's layout and report before beginning the project. *See* Minn. Stat. § 161.164 (2024).

3. The City and MnDOT both agree that there are added considerations and factors that would be useful to include with MnDOT's project. But both parties acknowledge these extra considerations fall outside the strict scope of the legal description of the project and cannot be included as conditions for approval of the project under the Minnesota statutes.

4. Since both MnDOT and the City believe these extra considerations are worthwhile, they are now entering into this MOU that outlines these extra considerations. Specifically, both MnDOT and the City will work in mutual good faith and use all available means to see these extra considerations are accomplished to strengthen the effectiveness and purpose of MnDOT's project.

Article 1

Property & Scope.

Section 1.1. **Project Description**. MnDOT is proposing to reconstruct Robert Street from Annapolis Street to Fillmore Avenue, including replacing the aging viaduct south of Cesar Chaves Street. The project is proposed to include important safety

improvements including reduction in the number and width of travel lanes, bumpouts, medians, and improved traffic signals. The project would implement a roundabout at the intersection of Robert Street, State Street, and Sidney Street, improving safety and functionality at the unusual 5-legged intersection. The project is also facilitating the design and implementation of Metro Transit's G Line Arterial Bus Rapid Transit project, an important advancement in high-quality transit service.

Section 1.2. **Property Described**. The project will take place on Robert Street in Saint Paul, Minnesota, bounded on the north by East Fillmore Avenue and on the south by East Annapolis Street. The project will also include work on the viaduct just south of Cesar Chavez Street in Saint Paul, Minnesota.

Article 2

Roles, Responsibilities, and Obligations of the Parties.

Section 2.1. **MnDOT's duties.** MnDOT will have the following duties with respect to the Project:

§ 2.1.1. MnDOT will participate in the Robert Street Accountability Taskforce, as organized and convened by the West Side Community Organization (WSCO). The purpose of that taskforce is to ensure efficiency, transparency, and community care at all phases of the Robert Street project. The taskforce will foster deep consultation with community stakeholders throughout the "pre, during, and post" construction-phases of the project. MnDOT's responsibilities will include the following:

- **Attend all Taskforce meetings**, no fewer than twice per month for the duration of the project, with additional meetings as needed.
- **Proactively communicate significant project developments**, particularly those that may obstruct or impair vehicle, pedestrian, or accessible paths to local businesses, residences, schools and other neighborhood amenities.
- **Develop and present specific, actionable accessibility solutions** in advance of or in response to major obstructions. These solutions—such as alternate walkways, detours, and visibility enhancements—must be communicated to the Taskforce in a timely manner.
- **Lead on access mitigation strategy and implementation**,

recognizing that Taskforce members—many of whom represent small businesses and local organizations—may not have the technical expertise, institutional knowledge, or staffing capacity to develop infrastructure-related solutions independently. **Designate a primary point of contact** who will serve as the liaison between the Taskforce and the project's contractors, and who will be accessible and responsive when access or coordination issues arise during construction.

- **Actively participate in co-authoring a post-project community report** evaluating the Taskforce's effectiveness in promoting transparency, minimizing disruptions to community stakeholders, and informing MnDOT's practices and policies. The report will summarize mitigation measures implemented during pre-construction and active construction phases and provide guidance on applying this Taskforce model to future MnDOT projects. MnDOT may contribute staff, technical expertise, and other resources to support preparation of the report.

§ 2.1.2. MnDOT will collaborate with the City and Community to ensure that the design of the project between Cesar Chavez Street and Isabel Street provides appropriate consideration for future implementation of sidewalk-seating and/or sidewalk cafés.

§ 2.1.3. MnDOT will plan, organize, and convene a Construction Staging Workshop, including small business owners and other community members selected in consultation with WSCO. The purpose of the workshop is to describe and illustrate construction-staging alternatives to the community that minimize impacts to local businesses, and allows opportunity for the public to provide feedback on those alternatives.

§ 2.1.4. MnDOT will require its contractor to coordinate construction schedules and detours to facilitate traffic for large events, including the Minnesota Yacht Club Music Festival, and for community-led events on the West Side, ensuring safe and efficient access for attendees, participants, and local residents.

Section 2.2. **City's duties.** City will have the following duties:

§ 2.2.1. City will participate in the Robert Street Accountability Taskforce (as described above).

§ 2.2.2. City will collaborate with MnDOT and Community to ensure that the design of the project between Cesar Chavez Street and Isabel Street provides appropriate consideration for future implementation of sidewalk-seating

and/or sidewalk cafés.

§ 2.2.3. City will attend and participate in a Construction Staging Workshop (as described above)

§ 2.2.4. City will make efforts to support funding and mitigation strategies addressing potential small business displacement associated with the Project, including, but not limited to, providing letters of support, participating in meetings with prospective funders, and pursuing applicable legislative actions.

Section 2.3. **Mutual good faith**. Each party intends to make a good faith effort to achieve the goals described above, including working together to find mutually beneficial solutions when problems arise.

Article 3

Notice and Representatives.

Section 3.1. **Notice and Authorized Representatives**. For purposes of delivery of any notices concerning this MOU, the notices shall be effective if delivered in writing to:

The City of Saint Paul

Nick Peterson
City Engineer
25 West Fourth Street
CHA 800
Saint Paul, MN 55102

651-266-6155
Nick.peterson@ci.stpaul.mn.us

Article 4
Dispute Resolution.

Section 4.1. **Informal resolution.** In the event of dispute about either party's rights or responsibilities under this MOU, the City and MnDOT shall first informally meet and confer in good faith to resolve the dispute through cooperative means, such as through phone calls, in-person meetings, *etc.*

Section 4.2. **Mediation.** If the parties cannot resolve a dispute using informal means, the dispute shall be submitted to non-binding mediation using a mediator who is located in the State of Minnesota. Parties agree to participate in up to eight (8) hours of mediation. The mediator shall be selected by mutual agreement of the parties, or if the parties are unable to agree, then parties shall request the Ramsey County Conciliation Court Mediation Program to select a mediator from its list of qualified neutral-mediators. The parties agree to cooperate and operate in good faith to resolve the matter in dispute with the assistance of the mediator. All expenses related to the mediation shall be shared by the parties. Neither party shall act arbitrarily or capriciously.

Section 4.3. **No other remedies.** No other remedies to enforce the stated understandings contained in this Memorandum shall exist besides the informal meet-and-confer and mediation remedies outlined in this Article of this MOU.

Article 5
Miscellaneous Provisions.

Section 5.1. **Compliance with laws.** The Parties each agree to comply with all applicable federal, state, and local laws and regulations.

Section 5.2. **Minnesota laws govern.** The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this MOU and the legal relations between parties and their performance. If any provision of this MOU is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

Section 5.3. **Counterparts.** The parties may sign this MOU in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 7.5. **Electronic signatures.** The parties agree that the electronic signature of a party to this MOU shall be as valid as an original signature of such party and shall be effective to bind such party to this MOU. The parties further agree that any document (including this MOU and any attachments or exhibits to this MOU) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this MOU.

[The rest of this page is intentionally left blank for signatures on the next page]

City of Saint Paul, Minnesota

By: _____
Sean Kershaw
Director of Public Works

Date: _____

Reviewed & approved to its form:

By: _____
Kyle Citta
Assistant City Attorney

Date: _____

Minnesota Department of Transportation

By: _____

Date: _____